

REVISED



DAVID SANDERS,
PH.D.
Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

January 13, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors

GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**REQUEST TO APPROVE AGREEMENT FOR PROVISION OF PARTNERING FOR
SAFETY AND PERMANENCE – MODEL APPROACH FOR PARTNERSHIP IN
PARENTING (PS-MAPP) TRAINING SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to execute an Agreement for provision of Partnering for Safety and Permanence – Model Approach for Partnership in Parenting (PS-MAPP) Training Services for potential foster and adoptive parents with the Institute for Multicultural Counseling and Education Services, Inc. (IMCES), effective the date of approval by the Board of Supervisors through December 31, 2004, with two (2) one-year options to extend the term of the Agreement. The maximum contract sum for the full three-year term of the Agreement is \$3,693,266. The maximum annual contract amount is \$1,231,422 for the first year of the Agreement and \$1,230,922 in the second and third optional years. The cost of the Agreement will be financed using 75% Federal, 17.5% State, and 7.5% County funds. Sufficient funding is included in the FY 2003-04 Adopted Budget.
2. Delegate authority to the Director of the Department of Children and Family (DCFS) or his designee to exercise the two (2) one-year options to extend the term of the Agreement by written notice from the Director to the Contractor prior to the expiration of the Agreement provided: (a) prior Chief Administrative Office (CAO) approval is obtained; and (b) the Director of DCFS notifies your Board and the CAO in writing within ten workdays of exercising the extensions.

3. Delegate authority to the Director of DCFS or his designee to execute contract amendments to increase or decrease the maximum annual contract sum by no more than 10%, if needed, to accommodate changes in the number of units of service provided: (a) sufficient funding is available; (b) County Counsel and CAO approval is obtained prior to executing such amendment; and (c) the Director of DCFS notify your Board and the CAO in writing within ten workdays of execution of such amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will enable the Department of Children and Family Services (DCFS) to continue to provide training to potential foster and adoptive parents, which are also known as potential resource families. As a requirement to become a foster or adoptive parent to care for and adopt children under the care and supervision of DCFS, these parents must go through a course of training. DCFS has adopted the PS-MAPP curriculum for training.

The PS-MAPP training program for foster and adoptive parents is designed to provide a firm foundation of knowledge, skills, and attitudes regarding foster care and adoption and to enhance the ability of foster and adoptive parents to care for the children placed in their homes.

The Agreement with Community College Foundation for provision of these services expired on December 31, 2003. Without approval of the recommended action, PS-MAPP training services will not be provided to potential foster and adoptive parents throughout Los Angeles County, and suitable placement resources for children may be limited.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County Strategic Plan. Efforts to provide the public with easy access to quality services with the intent to improve the health, safety and survival, emotional and social well-being of children and families in Los Angeles County are consistent with Goal #1-Service Excellence, and Goal #5-Children and Families' Well Being.

FISCAL IMPACT/FINANCING

The maximum contract sum for the full three-year term including the two options to extend is \$3,693,266. The maximum annual contract amount is \$1,231,422 in the first year, and \$1,230,922 in the second and third optional years. The cost of the Agreement will be financed using 75% Federal, 17.5% State, and 7.5% County funds.

The cost of the Agreement from the effective date through June 30, 2004 is \$615,711; and sufficient funding is included in the FY 2003-04 Adopted Budget.

In addition, the IMCES will provide an annual match of \$309,080, and \$927,240 for the full 3-year term of the Agreement. The total annual project cost, including the match, is \$1,540,502 in the first year, and \$1,540,002 in the second and third optional years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DCFS has the responsibility to recruit and train potential foster parents, conduct foster care orientations and certify homes of applicants seeking placement for youth placed under its care and supervision.

The services provided under this Agreement include 33 hours of PS-MAPP training for foster and adoptive parents. These services provide the foster and adoptive parents with guidance and a thorough understanding of their roles, which are essential for children's needs. Classes are offered throughout the 8 Service Planning Areas (SPAs) in the County and in languages other the English and Spanish.

IMCES will be reimbursed for work performed in accordance with the terms of the Agreement. The Statement of Work requires IMCES to provide training to a minimum of 1,050 and maximum of 1,750 PS-MAPP participants annually. IMCES is prepared to provide 10 training series per SPA for a total of 80 training series. The training series consists of eleven 3-hour modules for a total of 33 hours per series. The Agreement provides a fixed fee of \$15,393 for completion of each 33-hour training series up to the maximum annual contract sum.

The Agreement will expire at the end of 2004 unless the department exercises the first of the one-year options to extend. The department will determine whether or not to exercise each one-year extension based on the Contractor's performance. If the performance is satisfactory, each one-year extension will be exercised by the Director of DCFS, after CAO approval, by providing written notification to the Contractor.

This Agreement expressly provides that the County has no obligation to pay for expenditures beyond the maximum contract amount. Further, the contractor will not be asked to perform services that exceed the contract amount, scope of work, or contract terms.

Contractor is in compliance with all Board, CAO, and County Counsel requirements. County Counsel and CAO have reviewed this Board letter. The Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

On September 15, 2003, DCFS released a Request for Proposal (RFP) to select a contractor to provide the PS-MAPP training services to foster and adoptive parents. Advertisements were placed in newspapers and notification letters were sent to prospective proposers on the DCFS's bidders list. In addition, information concerning the RFP was placed on the Los Angeles County website.

Of twenty-nine potential proposers who requested copies of the RFP, two proposals were received and evaluated. IMCES was the highest scoring, responsive and responsible proposer. One protest was received and reviewed by a panel of non-DCFS staff. After conclusion of the protest review, IMCES continued to hold the highest score and is, therefore, being recommended to provide PS-MAPP training services. This recommendation is based, in part, on IMCES's experience, ability to provide training in various languages, and the high level of service it has historically provided to its customers.

DCFS has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

IMPACT ON CURRENT SERVICES

Foster and adoptive parents are required to participate in PS-MAPP training. PS-MAPP services are needed to provide a firm foundation for new foster and adoptive parents serving children under the care of DCFS. The services provided by the PS-MAPP program will benefit foster children by providing qualified foster and adoptive parents to care for them.

CONCLUSION

Upon approval and execution by your Board, it is requested that the Executive Officer/Clerk of the Board send a copy of the adopted Board letter and Agreement to:

1. Department of Children and Family Services
425 Shatto Place, Room 205
Los Angeles, California 90020
Attention: Walter Chan, Manager

The Honorable Board of Supervisor
January 13, 2004
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2. County Counsel, Children's Services
201 Centre Plaza Drive
Monterey Park, California 91754-2143
Attention: Kathleen Bramwell, Senior Deputy County Counsel

Respectfully submitted,

DAVID SANDERS, Ph.D., Director
Department of Children and Family Services

DS:ck

Attachment (1)

c: Chief Administrative Officer
County Counsel

AGREEMENT FOR

**PARTNERING FOR SAFETY AND PERMANENCE –
MODEL APPROACH TO PARTNERSHIP IN PARENTING (PS-MAPP)
TRAINING SERVICES**

BETWEEN

COUNTY OF LOS ANGELES

AND

**INSTITUTE FOR MULTICULTURAL COUNSELING
AND EDUCATION SERVICES, INC.**

JANUARY 2004

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**AGREEMENT
FOR
PARTNERING FOR SAFETY AND PERMANENCE –
MODEL APPROACH TO PARTNERSHIP IN PARENTING (PS-MAPP) TRAINING
SERVICES**

(hereinafter referred to as “Agreement”).

This Agreement is made and entered into this ____ day of _____ 200_, by and between

County of Los Angeles
hereinafter referred to as
“COUNTY”

and

Institute for Multicultural Counseling and
Education Services, Inc.

hereinafter referred to as
“CONTRACTOR”.

W I T N E S S E T H

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, the COUNTY desires to provide Partnering for Safety and Permanence – Model Approach to Partnership in Parenting (PS-MAPP) training to prospective foster and adoptive parents; and

WHEREAS, COUNTY has determined that the services to be provided under this Agreement are needed in order to train prospective foster and adoptive parents to become successful caregivers to children under the care and supervision of the Department of Children and Family Services; and

WHEREAS, pursuant to provisions Title IV-E of the Social Security Act, the COUNTY is designated to administer PS-MAPP training to potential foster and adoptive parents to provide a firm foundation of knowledge and to enhance their ability to provide ongoing care for children placed in their home. The Department of Children and Family Services meets this requirement through the provision of PS-MAPP training; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Agreement, and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.
- 1.2 Exhibits A, A-1, A-2, A-3, A-4, A-5, B, B-1, C, D, E, F, G, H, I, J, and K set forth below are attached to and incorporated by reference in this Agreement.
- 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

Exhibit A	-Statement of Work
Exhibit A-1	-Department of Children and Family Services Service Planning Area (SPA)
Exhibit A-2	-Sample Format for Monthly Reports and Invoices
Exhibit A-3	-Performance Requirement Summary
Exhibit A-4	-Quality of Life Standards FYI 02-08
Exhibit A-5	-PS-MAPP Training Curriculum
Exhibit B	-Budget
Exhibit B-1	-Pricing Schedule
Exhibit C	-Certification of Independent Price Determination
Exhibit D	-Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit E	-Community Business Enterprise Form (CBE)
Exhibit F	-Employee Acknowledgment and Confidentiality Agreement
Exhibit G	-Auditor-Controller Contract Accounting and Administration Handbook
Exhibit H	-Internal Revenue Notice 1015
Exhibit I	-Child Support Compliance Program Certification
Exhibit J	-Jury Service Program Certification
	-Los Angeles County Code 2.203 (Jury Service Program)
Exhibit K	-Safely Surrender Baby Law

- 1.4 CONTRACTOR and COUNTY agree that the following terms, as used in this Agreement, shall have the following meanings:
- A. "Day(s)" means calendar day(s) unless otherwise specified;
 - B. "DCFS" means COUNTY's Department of Children and Family Services;
 - C. "Director" means COUNTY's Director of Children and Family Services or his or her authorized designee;
 - D. "Fiscal Year(s)" means COUNTY's Fiscal Year which commences July 1 and ends the following June 30;
 - E. "Program Manager" means the COUNTY representative responsible for daily management of contract operation and overseeing monitoring activities;
 - F. "Project" means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work;
 - G. "Subcontract" means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 CONTRACTOR'S WORK

- 2.1 Pursuant to the provisions of this Agreement, CONTRACTOR shall provide COUNTY with training for prospective foster and adoptive parents using the PS-MAPP curriculum as defined herein and as more fully set forth in Exhibit A, Statement of Work. CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.
- 2.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

3.0 TERM AND TERMINATION

- 3.1 The term of this Agreement shall commence on date of approval by COUNTY Board of Supervisors, hereinafter referred to as the "Board", through December 31, 2004, unless terminated earlier as provided herein.
- 3.2 The term of this Agreement may be extended beyond the stated expiration date, for up to two (2) one-year periods, to be exercised by written notice by the Director to CONTRACTOR, prior to the expiration date, after Chief Administrative Office approval.

4.0 CONTRACT SUM

- 4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Agreement, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B-1, Pricing Schedule, in accordance with Section 6.0 Payments and Invoices.
- 4.2 The total amount payable under this Agreement is \$3,693,266, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Agreement for each of the contract years shall not exceed \$1,231,422 in the first year, and \$1,230, 922 in the second and third optional years, hereinafter referred to as "Maximum Annual Contract Sum".
- 4.3 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Agreement, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B, Budget. CONTRACTOR represents and warrants that the Exhibit B, Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget and Pricing Schedule. In the event the Maximum Contract Sum is increased pursuant to Section 13.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

5.0 REQUIRED MATCH

- 5.1 CONTRACTOR shall provide a required annual match of \$309,080, of the annual total project cost of \$1,540,502 in the first year, and \$1,540,002 in the second and third optional years of the training to be provided. CONTRACTOR shall furnish a written summary of the match in the CONTRACTOR's Budget, Exhibit B, and shall include the match in each monthly invoice submitted to COUNTY in accordance with Section 6.0, Payments and Invoices.

6.0 PAYMENTS AND INVOICES

- 6.1 CONTRACTOR shall be paid for services provided on a monthly basis.
- 6.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days

of the last day of the previous month but may be received later than thirty (30) days, at COUNTY's sole discretion, as long as sufficient funds remain available under the Agreement. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B-1, Pricing Schedule.

- 6.3 Expenditures made by CONTRACTOR in the operation of this Agreement shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122, and incorporated by reference. The Circular may be accessed online via the Internet at <http://www.whitehouse.gov/omb/circulars/a122/a122.html>.
- 6.4 CONTRACTOR shall submit the original monthly invoice to the DCFS Finance Office ("Finance") and one copy to the Program Manager for review and approval.

CONTRACTOR shall send original invoices to be approved to:

Department of Children and Family Services
Attention: Contract and Grant Payments Unit
425 Shatto Place, Room 204
Los Angeles, California 90020

And a duplicate copy of the invoices to:

Nina Powell-McCall, Program Manager
County of Los Angeles
Department of Children and Family Services
3075 Wilshire Blvd.
Los Angeles, California 90010

- 6.5 Upon receipt of CONTRACTOR's monthly invoice, Finance shall forward the invoice to the Program Manager, or designee, for review and approval. The Program Manager, or designee, shall review the detailed charges to ensure charges are in accordance with the Agreement terms and that invoiced services have been received.
- 6.6 Upon approval of the monthly invoice, the Program Manager, or designee, shall forward the invoice to Finance for payment.
- 6.7 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Agreement. COUNTY shall attempt to authorize payment within thirty (30) days following receipt of invoice, provided that all work performed during the preceding month has been

reviewed, accepted, signed and dated by the Program Manager or designee. COUNTY has no obligation to pay for any work except those services expressly authorized by this Agreement.

- 6.8 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 6.9 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Agreement, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 6.10 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 6.11 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 6.0, Payments and Invoices, and 12.0, Notices, of this Agreement, when expenditures under this Agreement total seventy-five percent (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 6.0, Payments and Invoices, and 12.0, Notices, of this Agreement, when this Agreement is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses, which are set forth in Sections 6.0, Payments and Invoices, and 12.0, Notices.
- 6.12 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of

COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

7.0 RECORDS AND AUDITS

- 7.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contract Accounting and Operating Handbook, attached hereto as Exhibit G and OMB Circular A-133, Audits of State and Local Government and Non-Profit Organizations, referenced herein. The Circular can be accessed online via the Internet at <http://whitehouse.gov/omb/circulars/a133/a133.html>. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.
- 7.2 CONTRACTOR agrees that COUNTY and its authorized representatives, the State of California and its authorized representatives, and the Federal Government and its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this contract, including, but not limited to, all financial records, timecards, other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State and Federal authorities, during the term of this Agreement and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual of Policy and Procedures, Section 23-353.
- 7.3 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless

otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 7.4 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.
- 7.5 CONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including interviews of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Agreement. CONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff, and board members in all such efforts.
- 7.6 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Agreement are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Agreement is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.
- 7.7 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement upon which COUNTY may withhold reimbursement or terminate this Agreement.

8.0 AUDIT SETTLEMENT

If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and if such audit finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then

CONTRACTOR agrees that the difference, at the COUNTY's discretion, shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY by cash payment; or (2) at COUNTY's option, credited against future payments hereunder to CONTRACTOR. If such audit finds that COUNTY's dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY provided that in no event shall COUNTY's maximum obligation for this Agreement exceed the Maximum Contract Sum.

9.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

10.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

- 10.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to DCFS Contract Administrator at the address below prior to commencing services under this Agreement.

Department of Children and Family Services
Contract Management Services
Attention: Contract Administrator
425 Shatto Place, Room 205
Los Angeles, California 90020

Such certificates or other evidence shall:

10.1.1 Specifically identify this Agreement.

10.1.2 Clearly evidence all coverages required in this Agreement.

- 10.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 10.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
- 10.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 10.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 10.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Agreement upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 10.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
 - 10.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
 - 10.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.

10.4.3 Any injury to a CONTRACTOR employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY “Non-Employee Injury Report” to the COUNTY Contract Manager.

10.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.

10.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

10.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

10.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

10.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

11.0 INSURANCE COVERAGE REQUIREMENTS:

11.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

11.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto.”

11.3 Workers’ Compensation and Employer’s Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the

State of California or by any other state, and for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

- 11.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

12.0 NOTICES

- 12.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

Department of Children and Family Services
Contract Administration
Attention: Contract Administrator
425 Shatto Place
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

Institute for Multicultural Counseling and Education Service, Inc.
Attention: Tara Pir, Ph.D., Executive Director
3580 Wilshire Boulevard, Suite 2000
Los Angeles, California 90010

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

- 12.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR shall in any case be sufficient notice. If the

CONTRACTOR is a partnership or a corporation, actual knowledge of a partner, officer or member of the corporation, or of the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall also be deemed sufficient.

13.0 CHANGES AND AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be accomplished in the following manner:

- 13.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Agreement, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 13.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Agreement, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.
- 13.3 For purposes of Sections 13.1 and 13.2, a change materially alters a term or condition included in this Agreement if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Agreement; or (3) would result in a change in the Maximum Contract Sum set forth in Section 4.0, Contract Sum, of this Agreement.
- 13.4 Notwithstanding the provisions of Sections 13.1, and 13.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Agreement which increase or decrease payments to CONTRACTOR which are commensurate with increases in the units of service being provided under this Agreement under the following conditions:
 - 13.4.1 COUNTY's total payments to CONTRACTOR shall not increase more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Agreement.

13.4.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement.

13.4.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Agreement; and

13.4.4 The Director shall notify COUNTY's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Agreement changes, in writing, within ten (10) workdays following execution of such amendment.

14.0 ASSIGNMENT/DELEGATION OF RIGHTS

14.1 CONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los Angeles COUNTY Board of Supervisors or the Director in the event the Director has the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 23.0, Events of Default, herein and shall be voidable at the election of the COUNTY. If CONTRACTOR is a corporation, partnership, limited liability company or other entity, then an assignment requiring COUNTY's consent hereunder shall also include any sale, exchange, assignment, divestment or change in members, directors or officers giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of execution of this Agreement. Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute such COUNTY consent.

14.2 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by CONTRACTOR, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.

14.3 COUNTY's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original CONTRACTOR and/or the then current COUNTY or State contracting requirements for this or similar agreements. COUNTY may require, as a condition to its consent to assignment, that the assignee enter into an agreement utilizing then current standard COUNTY documentation for this or similar Agreements.

- 14.4 Any payments by COUNTY to any delegatee or assignee on any claim under this Agreement shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which CONTRACTOR may have against COUNTY, whether under this Agreement or otherwise.

15.0 SUBCONTRACTING

- 15.1 No performance of this Agreement or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY's Director. Any attempt by CONTRACTOR to subcontract performance of any of the terms of this Agreement, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith. CONTRACTOR shall submit each subcontract to the COUNTY for written approval prior to subcontractor performing any work hereunder.
- 15.2 All of the provisions of this Agreement and any amendment(s) hereto shall extend to and be binding upon subcontractors, provided that assignment or delegation of rights under a subcontract by subcontractors shall not require COUNTY approval. The CONTRACTOR shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the COUNTY of Los Angeles. All representations and warranties contained in this subcontract shall inure to the benefit of the COUNTY of Los Angeles."
- 15.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability arising or resulting from the use of any subcontractor and its employees in the same manner and to the same extent that CONTRACTOR indemnifies COUNTY from any and all liability arising from or resulting from the actions or omissions of its own employees.
- 15.4 CONTRACTOR shall obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Agreement. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
- 15.4.1 An executed Employee Acknowledgment and Confidentiality Agreement, Exhibit F, executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.
- 15.4.2 Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Section 11.0, Insurance Coverage Requirements, of this Agreement, and

15.4.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.

15.5 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.

15.6 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

15.7 Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

15.8 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

16.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Agreement.

17.0 COVENANT AGAINST CONTINGENT FEES

17.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement for either a flat fee, a percentage commission or any other form of remuneration.

- 17.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Agreement and/or, at its sole discretion, require the CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

18.0 DISCLOSURE OF INFORMATION

- 18.1 The CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publicizing its role under this Agreement within the following conditions:

18.1.1 CONTRACTOR shall develop all publicity material in a professional manner.

18.1.2 During the course of performance of this Agreement, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the COUNTY without the prior written consent of the COUNTY. Said consent shall not be unreasonably withheld, and approval by the COUNTY may be assumed in the event no adverse comments are received in writing two (2) weeks after submittal.

18.1.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales material that it has been awarded a contract to provide services, provided, however, that the requirements of this provision shall apply.

19.0 COMPLIANCE WITH APPLICABLE LAWS

- 19.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

19.1.1 CONTRACTOR acknowledges that this Agreement will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

19.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

19.1.3 CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

19.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.

19.3 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR, its employees, agents or subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Section 18.1, Compliance with Applicable Laws.

20.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

21.0 NON-DISCRIMINATION IN EMPLOYMENT

21.1 CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap, in

compliance with all applicable Federal and State non-discrimination laws and regulations. This includes compliance with Executive Order 11246 entitled "Equal Employment Opportunity," Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).

- 21.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 21.3 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.
- 21.4 CONTRACTOR shall provide access for COUNTY's representatives to inspect CONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this section when so requested by COUNTY.
- 21.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to terminate this Agreement. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Agreement.
- 21.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.

22.0 CLIENT GRIEVANCES

CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

23.0 EVENTS OF DEFAULT

23.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Agreement if either of the following circumstances exist:

23.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

23.1.2 CONTRACTOR fails to comply with or perform any provision of this Agreement or fails to make progress so as to endanger performance of any term of this Agreement.

23.2 Default for Insolvency

COUNTY may terminate this Agreement for default for insolvency in the event of the occurrence of any of the following:

23.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

23.2.2 The filing of a voluntary petition in bankruptcy;

23.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

23.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

23.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

24.0 TERMINATION FOR CONTRACTOR'S DEFAULT

24.1 Upon determining the existence of any one or more of the circumstances heretofore described in Section 23.0, Events of Default, this Agreement

may be subject to termination either immediately or within such longer time period as noticed by COUNTY.

- 24.2 In the event COUNTY terminates this Agreement in whole or in part as provided in this Agreement, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those previously provided by CONTRACTOR. Any excess cost, as determined by the COUNTY, arising from procurement of services under this Section 24.2, over and above the Maximum Contract Sum, shall be charged against the CONTRACTOR and/or its sureties.
- 24.3 The remedies reserved to COUNTY herein shall be cumulative and in addition to any other remedies provided in law or equity.
- 24.4 In the event that, following services of the Notice of Termination of this Agreement under the provisions of this Agreement, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Agreement or that the default was excusable under provisions of this Agreement, a correction of the Notice of Termination shall be issued, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

25.0 TERMINATION FOR IMPROPER CONSIDERATION

- 25.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 25.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 25.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

26.0 TERMINATION FOR CONVENIENCE

- 26.1 The performance of services under this Agreement may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest. Termination of services hereunder shall be effected by delivery to CONTRACTOR of a thirty (30) day advance notice of termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.
- 26.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 26.2.1 Stop services under this Agreement on the effective date of termination.
- 26.2.2 To the extent possible, continue to perform, as required by this Agreement until the effective date of termination.
- 26.3 After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Agreement for any terminated services.
- 26.4 Subject to the provisions of Section 26.3, above, COUNTY and CONTRACTOR shall make a good faith attempt to agree upon an amount due to CONTRACTOR for any terminated services following the total or partial termination of services pursuant to this Agreement. If after a good faith effort, an amount due CONTRACTOR is not agreed upon, COUNTY shall determine the amount due CONTRACTOR by assessing the contract value for similar services provided herein to all documented services, which CONTRACTOR or its subcontractor(s) has satisfactorily provided. COUNTY shall pay the agreed upon or determined amount, provided that such amount shall not exceed the Maximum Contract Sum under this Agreement as reduced by

the amount of payments otherwise made and as further reduced by the amount potentially due for services not terminated.

27.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 27.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 27.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in this Agreement, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 27.3 The COUNTY may debar the CONTRACTOR if the COUNTY Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 27.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 27.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

27.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the COUNTY Board of Supervisors. The COUNTY Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

27.7 These terms shall also apply to subcontractors of COUNTY Contractors.

28.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

28.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.

28.2 All funds for payment are conditioned upon the COUNTY Board of Supervisors' appropriation of sufficient funds for this purpose. Payments during subsequent fiscal year periods are dependent upon similar COUNTY Board of Supervisors' action.

28.3 In the event the COUNTY Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year to meet the COUNTY's anticipated obligations to providers under contracts, then services may be: (1) terminated in their entirety; or (2) reduced in accordance with available funding as deemed necessary by the COUNTY. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

28.4 In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by the CONTRACTOR under this Agreement. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Notwithstanding such reduction, the CONTRACTOR shall continue to provide all of the services set forth in this Agreement.

29.0 CONFLICT OF INTEREST

29.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Agreement or any competing Agreement, and no spouse or economic dependent of

such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of COUNTY who may financially benefit from the provision of services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such services.

- 29.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

30.0 EMPLOYEE BENEFITS AND TAXES

- 30.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 30.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Agreement or CONTRACTOR's performance hereunder.

31.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit H.

32.0 CONFIDENTIALITY

- 32.1 CONTRACTOR shall maintain the confidentiality of all records including, but not limited to, COUNTY records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the

confidentiality provisions of this Agreement. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Employee Acknowledgment and Confidentiality Agreement", Exhibit F. CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

32.2 CONTRACTORS shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

33.0 CONTRACT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW

33.1 The Director shall be responsible for the enforcement of this Agreement on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. The Director hereby reserves the right to assign such personnel as are needed to serve as Program Manager in order to inspect and review CONTRACTOR's performance of and compliance with all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Agreement.

33.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures at any reasonable time.

33.3 The COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the COUNTY Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

33.4 At the request of COUNTY, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.

33.5 CONTRACTOR shall prepare and submit to Program Manager a written semi-annual report describing the services provided throughout each Fiscal Year. The CONTRACTOR's semi-annual report shall include, but not be limited to:

33.5.1 Description of services and/or deliverables rendered during the period, dollar amount of services rendered during the period, dollar balance remaining under the Agreement, and any difficulties encountered that could jeopardize the completion of the project or milestones or deliverables within the schedule.

34.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

35.0 CRIMINAL CLEARANCES

35.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

35.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to CONTRACTOR.

- 35.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

SECTION	TITLE
220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration.
243.4	Sexual battery.
245	Assault with a deadly weapon or force likely to produce great bodily injury.
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person.
272	Causing, encouraging or contributing to delinquency of person under age 18.
273a	Great bodily harm or death to child; endangerment of person or health.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, immoral or vicious practices in the presence of children.

273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition.
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Unlawful oral copulation.
289	Forcible acts of sexual penetration against the victim's will.
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college.
314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult.
647 (a) & (d)	Disorderly conduct relating to lewd act/behavior or prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony.

36.0 CHILD SUPPORT COMPLIANCE PROGRAM

36.1 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program:

36.1.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to

mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

36.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this CONTRACT maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

36.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program:

36.2.1 Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 36.1, "Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the COUNTY Board of Supervisors may terminate this contract pursuant to paragraph 24.0, "Termination for Contractor's Default".

36.3 CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement.

36.3.1 CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

37.0 FORMER FOSTER YOUTH CONSIDERATION

- 37.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Sections 38.0 and 39.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Children and Family Services
425 Shatto Place, Room 307
Los Angeles, California 90020

FAX: (213) 383-3773

- 37.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 37.3 CONTRACTOR is exempt from the provisions of this Section 37.0 if it is a governmental entity.

38.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

- 38.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the term of this Agreement.
- 38.2 CONTRACTOR shall notify COUNTY of any new or vacant position(s) within the CONTRACTOR's personnel who perform services set forth herein, by sending via U.S. mail or facsimile, a list denoting any positions(s) for which hiring is anticipated to:

Department of Human Resources
500 West Temple Street, Room 588
Los Angeles, California 90012

FAX: (213) 680-2450

38.3 CONTRACTOR is exempt from the provisions of this Section 38.0 if it is a governmental entity.

39.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

39.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

39.2 CONTRACTOR shall send notices to the COUNTY's Department of Public Social Services offices(s) located nearest to the job location at the following addresses:

Region I – West County
5200 W. Century Blvd.
Los Angeles, CA 90045

Region II – West San Fernando
Valley
14355 Roscoe Blvd.
Panorama City, CA 91402

Region II – West San
Fernando Valley
Santa Clarita Sub-Office
27233 Camp Plenty Road
Canyon Country, CA 91351

Region II – West San Fernando
Valley
Palmdale Sub-Office
1050 E. Palmdale Blvd. #204
Palmdale, CA 93550

Region III – San Gabriel
Valley
3216 Rosemead Blvd.
El Monte, CA 91731

Region III – San Gabriel Valley
GAIN Cal-Learn Branch
3220 Rosemead Blvd.
El Monte, CA 91731

Region IV – Central and West
County
2910 W. Beverly Blvd.
Los Angeles, CA 90057

Region IV – Central and West
County
Exposition Park Sub-Office
3965 S. Vermont
Los Angeles, CA 90037

Region V – South County
2959 Victoria Street
Rancho Dominguez, CA
90221

Region VI – Southeast County
5460 Bandini Blvd.
City of Bell, CA 90201

Region VII – East San
Fernando County
3307 N. Glenoaks Blvd.
Burbank, CA 91504

39.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

39.4 CONTRACTOR is exempt from the provisions of this Section 39.0 if it is a governmental entity.

40.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Agreement.

41.0 NOTICE OF DELAYS

Except as otherwise provided herein, when either party to this Agreement has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3)

working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

42.0 USE OF RECYCLED-CONTENT PAPER

Consistent with the COUNTY Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the project.

43.0 PROPRIETARY RIGHTS

- 43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 43.2 Notwithstanding any other provision of this Agreement, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 43.3 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 43.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify

CONTRACTOR of any Public Records request for items described in Section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

43.5 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Section 43.4 for:

43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 43.3;

43.5.2 Any materials, data and information covered under Section 43.2; and

43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

43.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

43.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

43.8 The provisions of Sections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Agreement.

44.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Agreement shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing five thousand dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Agreement and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the

expiration or termination of the Agreement to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

45.0 CHILD ABUSE PREVENTION REPORTING

45.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

45.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

45.2.1 A requirement that all employees, consultants, or agents performing services under this Agreement who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

45.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

45.2.3 The assurance that all employees of CONTRACTOR and subcontractors understand that the safety of the child is always the first priority.

46.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit E.

47.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this Agreement is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

48.0 DISPUTE RESOLUTION PROCEDURE

- 48.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Section 48.0.
- 48.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.
- 48.3 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to their respective Program Managers for the purpose of endeavoring to resolve such dispute.
- 48.4 In the event that the Program Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Assistant to Executive Director and COUNTY's Division Chief/Bureau Chief for further consideration and discussion to attempt to resolve the dispute.
- 48.5 In the event that CONTRACTOR's Assistant to Executive Director and COUNTY's Division Chief/Bureau Chief are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Executive Director and to the Director of DCFS for further consideration and discussion to attempt to resolve the dispute.
- 48.6 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 48.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).
- 48.7 Notwithstanding any other provision of this Agreement, COUNTY's right to terminate this Agreement pursuant to Section 24.0, Termination for

Contractor's Default, Section 26.0, Termination for Convenience, or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Section 43.0, Proprietary Rights and Section 32.0, Confidentiality, shall not be subject to this Section 48.0, Dispute Resolution Procedure.

49.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Agreement is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit J and incorporated by reference into and made a part of this Agreement.

49.1 Written Employee Jury Service Policy

49.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

49.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Agreement, the subcontractor shall also be subject to the

provisions of this Section 49.0. The provisions of this Section 49.0 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

49.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program’s definition of “Contractor” or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY’s satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that CONTRACTOR continues to qualify for an exception to the Program.

49.1.4 CONTRACTOR’s violation of this Section 49.0 of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

50.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY’S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY’s WebVen. Prior to a contract award, all potential contractors must register in the COUNTY’s WebVen. The WebVen contains the vendor’s business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY’s home page at http://lacounty.info/doing_business/main_db.htm. *(There are underscores in the address between the words ‘doing business’ and ‘main db’.)*

51.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit

K, Safely Surrender Baby Law, of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

52.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that the COUNTY has places a high priority on the implementation of the Safely Surrender Baby Law. CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrender Baby Law" poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster.

53.0 INTERPRETATION OF CONTRACT

53.1 Validity

53.1.1 The invalidity, unenforceability, or illegality of any provision of this Agreement shall not render the other provisions thereof invalid, unenforceable, or illegal.

53.2 Governing Laws, Jurisdiction and Venue

53.2.1 This Agreement shall be construed in accordance with and governed by the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

53.3 Waiver

53.3.1 Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping COUNTY from enforcing the full provisions thereof.

**COUNTY OF LOS ANGELES
AGREEMENT FOR
PARTNERING FOR SAFETY AND PERMANENCE – MODEL APPROACH TO
PARTNERSHIP IN PARENTING (PS-MAPP) TRAINING SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Agreement to be subscribed in its behalf by its duly authorized officers as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

INSTITUTE FOR MULTICULTURAL
COUNSELING AND EDUCATION
SERVICES, INC
CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

BY _____
County Counsel

STATEMENT OF WORK

**PARTNERING FOR SAFETY AND PERMANENCE –
MODEL APPROACH TO PARTNERSHIP IN PARENTING
(PS-MAPP) TRAINING SERVICES**

STATEMENT OF WORK

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EXHIBIT A-1: DEPARTMENT OF CHILDREN AND FAMILY SERVICES SERVICE
PLANNING AREA

EXHIBIT A-2: SAMPLE FORMAT FOR MONTHLY REPORTS AND INVOICES

EXHIBIT A-3: PERFORMANCE REQUIREMENT SUMMARY

EXHIBIT A-4: QUALITY OF LIFE STANDARDS FYI 02-08

EXHIBIT A-5: PS-MAPP TRAINING CURRICULUM

PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly,

better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and

EXHIBIT A

families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

**PARTNERING FOR SAFETY AND PERMANENCE –
MODEL APPROACH TO PARTNERSHIP IN PARENTING (PS-MAPP)
TRAINING SERVICES**

1.0 INTRODUCTION

- 1.1.1 The Department of Children and Family Services (DCFS) provides required training to potential resource families through its Foster Care Recruitment Training and Support sections. DCFS has the responsibility to recruit and train potential foster parents, conduct foster care orientations and certify homes of applicants seeking placements for youth placed under its care and supervision. DCFS has adopted the curriculum “Partnering For Safety And Permanence – Model Approach to Partnership in Parenting (PS-MAPP),” developed by the Child Welfare Institute.
- 1.1.2 The current child and family service population, along with the demands of the Adoptions and Safe Families Act (ASFA), mandate that agencies prepare potential foster and adoptive parents to work as team members as well as caregivers. To ensure that DCFS is able to meet the needs of the child and family service population, the adopted curriculum uses five core abilities to help foster and adoptive parents:
- Meet the developmental and well-being needs of children and youth coming into foster care, or being adopted through foster care;
 - Meet the safety needs of children and youth coming into foster care, or being adopted through foster care;
 - Support alliance building with parents of children in foster care;
 - Support concurrent planning for permanency; and
 - Meet their family’s needs in ways that assure that a child’s safety and well-being needs are met.
- 1.1.3 PS-MAPP provides an experiential training that prepares potential foster and adoptive families to make a decision about their ability, willingness and readiness to participate in the foster care and adoptive programs, as well as to determine their desire and ability to work as partners in permanency planning. Permanency planning is the service provided to achieve Legal Permanence for a child when efforts to reunify have failed until the court terminates family reunification services.
- 1.1.4 Concurrent planning acknowledges that permanency is best achieved when a child returns to a birth parent who can safely care for the child and calls for intensive family reunification services. However, concurrent planning also acknowledges that not all children will be able to return home and allows Children’s Social Workers (CSWs) to simultaneously

work toward alternate permanent plans, such as adoption and legal guardianship, for children in the event that reunification efforts are unsuccessful. Concurrent planning facilitates adoption and legal guardianship.

- 1.1.5 Each PS-MAPP training series is taught by a three-member team, consisting of one CONTRACTOR Instructor, one experienced foster/adoptive parent under the employ of the CONTRACTOR, and one COUNTY Children's Social Worker (CSW) instructor provided by the COUNTY. All team members must be certified to train the PS-MAPP curriculum. The PS-MAPP curriculum is designed to provide knowledge and skills to potential foster and adoptive parents to become successful caregivers to children placed under their care and supervision by DCFS CSW. Potential foster and adoptive parents must be licensed by the Community Care Licensing (CCL) Division of the California Department of Social Services (CDSS), approved by DCFS for placement. All care providers are required to complete PS-MAPP training before the placement of any child or children in their homes. This Statement of Work (SOW) further explains the services required.

2.0 DEFINITIONS

- 2.1 Concurrent Planning is defined as

The development of two permanency goals at the same time. This allows the Department to find a foster family for a child(ren) that will work with birth families to assist with reunification. However, the family would become the adoptive family if the child(ren) were not able to safely return home, if necessary.

- 2.2 CONTRACTOR Instructor is defined as

CONTRACTOR staff participating in the PS-MAPP training program as a co-trainer.

- 2.3 CONTRACTOR Project Manager is defined as

The individual designated by the CONTRACTOR to manage the operations of the Agreement.

- 2.4 COUNTY Program Manager is defined as

The individual responsible for the day-to-day management of the Agreement and designated by COUNTY to monitor the program and provide assistance to the CONTRACTOR in the administration of the Agreement.

2.5 Foster Family Agency (FFA) is defined as

A non-profit organization licensed by the State of California to recruit, certify, train and provide professional support to foster parents.

2.6 Legal Permanence is defined as

Legal permanence is the goal for children who are dependents of the juvenile court. If a dependent child is unable to reunify with his or her parents in the legally required timeframe, the court, in order to provide stable and permanent homes must set a hearing to terminate parental rights and identify adoption as the permanent plan for the child. In the alternative, and in accordance with the provisions of law, the court may order legal guardianship or long-term foster care as the permanent plan for the child. DCFS recognizes that legal permanence is achieved when children are successfully reunified with the birth parent(s). If reunification does not occur, legal permanence is achieved through adoption or legal guardianship with a relative. Legal guardianship with non-relatives may be considered only in rare and exceptional circumstances as defined by Welfare and Institutions Code (WIC) 366.26, and on a case-by-case basis. DCFS does not consider long-term foster care to be legal permanence.

2.7 Module is defined as

A 3-hour session in the PS-MAPP training series. The PS-MAPP training series consists of eleven 3-hour sessions for a total of thirty-three hours of training.

2.8 Partnering for Safety and Permanence - Model Approach to Partnership in Parenting (hereinafter referred to as "PS-MAPP") is defined as

A comprehensive preparation and selection program for potential foster and adoptive parents. PS-MAPP training is required for all potential foster and adoptive parents and designed to provide a firm foundation of knowledge, skills, and attitudes regarding foster care.

2.9 PS-MAPP Participants is defined as

Potential resource families, who have completed an informational orientation to become foster/adoptive parents given by the COUNTY and California Department of Social Services (CDSS) Community Care Licensing (CCL), have enrolled in and have attended the first module of the PS-MAPP training series.

2.10 Quality Control is defined as

All necessary measures taken by the CONTRACTOR to assure that the quality of service meets the contract requirements and conforms to the requirements set forth in the Statement of Work.

2.11 Resource Family is defined as

Potential foster and adoptive care providers who are prepared for concurrent planning.

3.0 PROGRAM MANAGEMENT

3.1 COUNTY has designated a Program Manager to manage the day-to-day activities and administration of this Program. The COUNTY Program Manager is identified as:

Nina Powell-McCall, Program Manager
County of Los Angeles
Department of Children and Family Services
3075 Wilshire Boulevard
Los Angeles, California 90010

Telephone: (213) 639-4799
Fax: (213) 351-2464

3.2 CONTRACTOR shall provide a Project Manager. The CONTRACTOR Project Manager shall be a liaison with the COUNTY who will be responsible for the overall management and coordination of this Agreement. CONTRACTOR shall notify COUNTY in writing of changes to the designated CONTRACTOR Project Manager. The CONTRACTOR Project Manager is:

Tara Pir, Ph.D., Executive Director
Institute for Multicultural Counseling and Education Services, Inc.
3580 Wilshire Boulevard, Suite 2000
Los Angeles, California 90010

Telephone: (213) 381-1250
Fax: (213) 383-4803

3.3 CONTRACTOR shall not schedule or conduct any meetings or negotiate any agreement on behalf of the COUNTY or DCFS.

EXHIBIT A

- 3.4 CONTRACTOR shall maintain regular contact (i.e. telephone, mail, meetings, e-mail, etc.), no less than once a month, with the Program Manager to discuss any issues pertaining to the program.
- 3.5 Overall project coordination between CONTRACTOR and COUNTY shall be through the COUNTY Program Manager or designee and the CONTRACTOR Project Manager or authorized representative(s).

4.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

4.1 PS-MAPP Monthly Activity Reports

- 4.1.1 CONTRACTOR shall submit monthly PS-MAPP activity reports with a copy of the invoice to the COUNTY Program Manager or designee. The monthly PS-MAPP activity reports shall include, but is not limited to, the names of the potential foster/adoptive parent care providers who enrolled in and those that completed PS-MAPP training, dates of the training, and site locations. A sample format of the monthly PS-MAPP activity reports is provided in Exhibit A-2.
- 4.1.2 CONTRACTOR shall submit to COUNTY Program Manager, upon COUNTY's request, any reports or correspondence related to instructors' performances including the CONTRACTOR versions of periodic performance evaluations for their staff.

4.2 CONTRACTOR Personnel

- 4.2.1 CONTRACTOR personnel shall be qualified professional staff with the background, experience and expertise to provide the services required:
 - 4.2.1.1 CONTRACTOR Instructors, other than the experienced foster and/or adoptive parent care providers, shall meet the following minimum requirements:
 - Bachelor Degree in child development, sociology, psychology or a related field, and
 - At least one (1) year of experience instructing, teaching or training adults in parenting, child development or a related area of study.
 - 4.2.1.2 CONTRACTOR shall employ an experienced foster and/or adoptive parent caregiver for each training team. CONTRACTOR shall ensure that the experienced foster and/or adoptive parent caregiver in the position of trainer has

EXHIBIT A

one year of verifiable experience demonstrating the competent ability to instruct, teach, and train adults. The experienced caregiver may or may not have a current foster family home license.

- 4.2.2 CONTRACTOR ***shall not*** employ DCFS staff as CONTRACTOR Instructors.
- 4.2.3 CONTRACTOR shall maximize enrollment size by participating in COUNTY recruitment efforts as specified in Sections 5.4 and 7.9, below.
- 4.2.4 In the event that CONTRACTOR becomes aware of community events where CONTRACTOR may recruit potential foster/adoptive parents to attend the PS-MAPP training, CONTRACTOR shall notify COUNTY Program Manager prior to the event.

5.0 **COUNTY'S GENERAL RESPONSIBILITIES**

- 5.1 The COUNTY Program Manager has full authority to monitor and evaluate the CONTRACTOR's performance under this Agreement.
 - 5.1.1 The COUNTY Program Manager or designee may make unannounced site visits to determine adherence to the PS-MAPP curriculum and appropriateness of trainers; query participants by mail or telephone for progress reports; or request written reports on specific PS-MAPP issues.
 - 5.1.2 Random site visits will take place at a minimum on a quarterly basis. Time and site are determined at the discretion of the COUNTY Program Manager.
- 5.2 COUNTY will assign a DCFS Children's Social Worker (CSW) certified in the PS-MAPP curriculum to participate as one of the three PS-MAPP co-trainers for each training team.
- 5.3 The COUNTY Program Manager shall offer technical assistance and/or guidance to the CONTRACTOR in areas relating to COUNTY policy, information requirements and procedural requirements in the performance of this Agreement.
- 5.4 COUNTY shall notify CONTRACTOR in writing of scheduled recruitment activities that require the presentation of PS-MAPP training information. Such activities shall include, but are not limited to, targeted recruitment

events and designated community events countywide. CONTRACTOR shall participate in a minimum of four recruitment events per year.

- 5.5 The COUNTY Program Manager shall review and approve each fiscal year training schedule calendar (detailed in 6.0 and 7.7) provided by the CONTRACTOR
- 5.6 The COUNTY Program Manager is not authorized to make any changes in the terms and conditions of any Agreement and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the Agreement.

6.0 TRAINING SCHEDULE

CONTRACTOR shall offer a varied tentative training schedule to accommodate the differing schedules of potential resource families. CONTRACTOR shall submit a master schedule for the entire fiscal year for review and approval by the COUNTY Program Manager. This master schedule shall include each site and the dates and times of the proposed PS-MAPP modules. CONTRACTOR shall offer PS-MAPP training modules during normal business hours Monday through Friday, as well as some Saturday and some evening training schedules.

7.0 SCOPE OF WORK

7.1 Training Facilities

7.1.1 CONTRACTOR shall provide a minimum of eight (8) training facilities, with at least one (1) training facility located within each of the County's eight (8) Service Planning Areas (SPA) detailed in Exhibit A-1. Additional training facilities shall be added contingent upon the evaluation of population need and data for PS-MAPP training modules as determined by the COUNTY.

7.1.2 CONTRACTOR shall have the flexibility to schedule and conduct PS-MAPP training modules at off-site facilities at the request of or with the knowledge and written approval of COUNTY Program Manager.

7.2 Number of PS-MAPP Participants

During the term of the Agreement, CONTRACTOR shall annually provide PS-MAPP training to a minimum of one thousand fifty (1,050) and maximum of one thousand seven hundred fifty (1,750) PS-MAPP participants, and conduct a minimum of fifty (50) PS-MAPP training series. Module size/enrollment shall consist of fifteen (15) to twenty-five (25) participants per module. Exceptions to the number of participants shall

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require written approval by COUNTY Program Manager or designee prior to the start of the first module of the training series.

7.3 PS-MAPP Curriculum

7.3.1 PS-MAPP curriculum will consist of thirty (30) hours of Group Preparation and Selection and (3) hours for admission process and evaluations for a total of a thirty-three (33) hours series.

7.3.2 CONTRACTOR will provide training for each participant and complete each PS-MAPP training series within a four (4)-month period (120 days) from the start of the first module of the training series.

7.4 PS-MAPP Training Materials

CONTRACTOR shall provide all training materials, manuals and necessary supplies to PS-MAPP training participants.

7.5 PS-MAPP Trainers

CONTRACTOR is responsible for training and certifying trainers in the PS-MAPP curriculum through the Child Welfare Institute, which has copyrights to the curriculum. PS-MAPP trainers that are certified through the Child Welfare Institute are certified to train new staff on the PS-MAPP curriculum. CONTRACTOR shall arrange and fund PS-MAPP certified trainers to train CONTRACTOR instructors, experienced care providers, and DCFS CSWs assigned to the program.

7.5.1 A team of certified PS-MAPP trainers (hereinafter referred to as the "PS-MAPP Training Team") shall consist of one CONTRACTOR instructor, one experienced foster and/or adoptive parent care provider, and one DCFS CSW. The instructor and the experienced foster and/or adoptive parent shall be employees of the CONTRACTOR.

7.5.2 CONTRACTOR shall assign the CONTRACTOR members of the Training Teams to training facilities. The certified PS-MAPP Training Team assigned to a particular facility will provide the training at the site.

7.5.3 COUNTY reserves the right to request termination of an experienced caregiver or a CONTRACTOR instructor if the COUNTY determines the performance of this PS-MAPP trainer to be unacceptable.

7.6 Preparation Meetings

CONTRACTOR Instructor shall meet at least once or more, if needed, with each PS-MAPP Training Team for a preparation meeting no less than seven (7) days before the start of PS-MAPP Module One. The PS-MAPP Training Team shall meet prior to the first training module for each PS-MAPP training series to discuss the training curriculum and their respective training roles throughout the training series.

7.7 PS-MAPP Training Schedules

7.7.1 CONTRACTOR shall submit a training schedule calendar, which reflects the training dates, times and locations for the full fiscal year at the commencement of the contract term, and by June 1st of each fiscal year thereafter until the termination of the Agreement.

7.7.2 CONTRACTOR and COUNTY Program Manager, or designee, shall conduct a mid-year review of the training schedule calendar to make modifications and to ensure that the PS-MAPP training needs of COUNTY are met.

7.7.3 CONTRACTOR shall coordinate the dates, times and locations with each PS-MAPP Training Team prior to submitting the training schedule calendar to the COUNTY Program Manager. The training schedule calendar start dates, days of the week and times of day for each of the training modules shall be staggered to prevent gaps or overlapping of modules.

7.7.4 CONTRACTOR shall submit this training schedule calendar to the COUNTY Program Manager or designee for final approval at least thirty (30) days prior to the anticipated start date of the first training series. The COUNTY Program Manager or designee shall notify the CONTRACTOR of approval/denial of the training schedule calendar within ten (10) business days of submission of the calendar by the CONTRACTOR.

7.8 Language Diversity for PS-MAPP Training

CONTRACTOR is required to provide a minimum of twenty-five percent (25%) of the PS-MAPP training modules in Spanish. CONTRACTOR shall reflect the language of each PS-MAPP training series in the fiscal year schedule calendar detailed in Section 7.7. PS-MAPP training modules to be conducted in a language other than English or Spanish may be requested of the CONTRACTOR by COUNTY Program Manager. CONTRACTOR may be required to provide training, including translators and translation of training materials, for other language populations

including, but not limited to: Cambodian, Chinese, Korean, Tagalog, Vietnamese, and the hearing impaired. COUNTY will provide CONTRACTOR with thirty (30) days advance notice if training for other language populations is required.

7.9 PS-MAPP Recruitment and Referrals

7.9.1 CONTRACTOR shall provide outreach recruitment at COUNTY specified events by providing potential participants with brochures regarding recruitment activities and training schedules.

7.9.2 CONTRACTOR may enroll for PS-MAPP training only potential foster and adoptive parents who have attended an informational orientation and can provide written verification of their attendance. Individuals who attend the orientation, which is scheduled by DCFS, are provided with an attendance verification form. The CONTRACTOR must request and keep a copy of this verification form prior to the potential foster parent's completion of the PS-MAPP training series. If CONTRACTOR recruits a potential foster parent independently of DCFS, that individual must be referred to the Department's Recruitment Line at 1-888-811-1121 in order to be scheduled to attend an orientation.

7.9.2.1 COUNTY Program Manager or designee shall provide monthly to CONTRACTOR a comprehensive list of those individuals who attended an orientation meeting.

7.9.2.2 CONTRACTOR may contact and enroll potential foster and/or adoptive parents from the list. The respective training facility shall be responsible for outreach and enrollment after a potential resource family has attended a scheduled orientation.

7.9.3 CONTRACTOR shall inquire of PS-MAPP participants as to whether or not they are certified with a Foster Family Agency and document in the monthly activity report. Persons who are certified with a Foster Family Agency **are not** authorized to attend and/or register for a PS-MAPP training series without written approval from the COUNTY Program Manager or designee.

7.10 Course Measure of Effectiveness

CONTRACTOR shall administer questionnaires and exams to PS-MAPP participants to measure course effectiveness.

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7.10.1 CONTRACTOR shall administer a survey instrument provided by COUNTY to PS-MAPP participants to measure the increase in knowledge regarding the PS-MAPP curriculum and the Quality of Life Standards as specified in the Quality of Life Standards for Children in Out-of-Home Care, FYI 02-08, Exhibit A-4.

7.10.1.1 COUNTY Program Manager shall randomly select a representative sample of series from the master training schedule that shall be administered the survey instrument by the CONTRACTOR.

7.10.1.2 The DCFS CSW assigned to the PS-MAPP Training Team shall collect the survey instrument from the PS-MAPP participants and submit them to the COUNTY Program Manager.

7.10.1.3 COUNTY shall complete an analysis of the random survey instrument results and a summary of the findings shall be distributed to the CONTRACTOR. The findings shall be used by COUNTY and CONTRACTOR to make program improvements. Such improvements shall be within the scope of work.

7.10.2 CONTRACTOR shall administer PS-MAPP training evaluation provided by COUNTY to PS-MAPP participants to measure the effectiveness and the quality of the training series, trainers, training facilities, etc. at the last module of the series. CONTRACTOR shall summarize training evaluations and provide a report to COUNTY Program Manager with the monthly invoice for the service month. The training evaluations shall be used by COUNTY and CONTRACTOR to develop strategies for improvements.

7.11 Performance Requirement Summary

All performance requirements listed in the Statement of Work are summarized in Exhibit A-3, Performance Requirement Summary. COUNTY Program Manager will review monthly activity reports per Exhibit A-3, Performance Requirement Summary, to monitor CONTRACTOR compliance with Statement of Work requirements.

8.0 QUALITY CONTROL

8.1 CONTRACTOR shall develop a quality control plan, which defines all required services CONTRACTOR provides in this Agreement, and as specified in the Performance Requirement Summary, Exhibit A-3, and state how these required services will be supplied. The quality control

EXHIBIT A

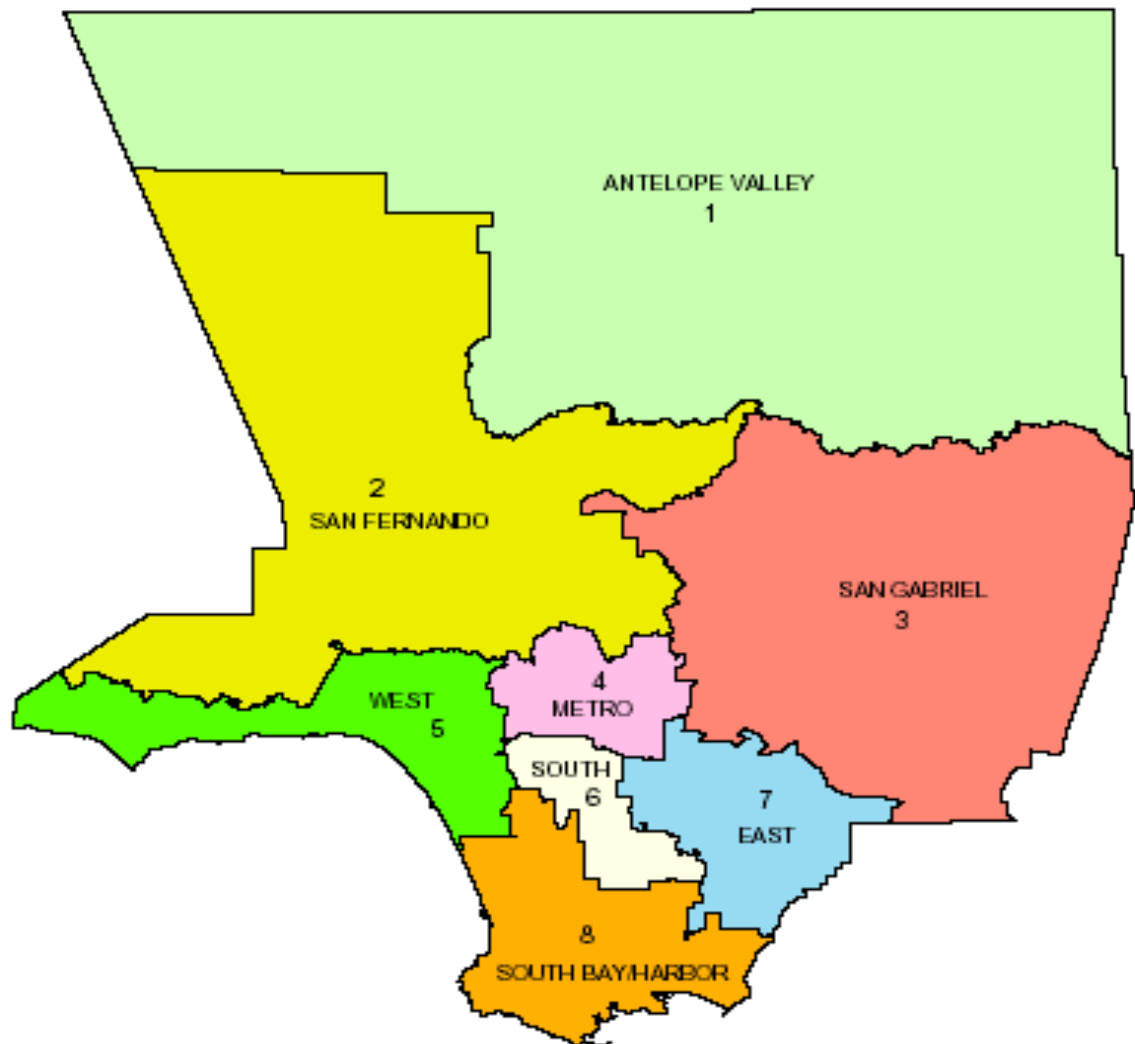
plan shall demonstrate how the objectives for the contracted activities/services will be met. The quality control plan must assure that the quality of the service will meet or exceed COUNTY requirements regarding timeliness, accuracy, effectiveness and completeness. The quality control plan must explain how policies and procedures will be disseminated, implemented and utilized by CONTRACTOR staff. The quality control plan must be provided to COUNTY Program Manager no later than two weeks after the commencement of the contract term and as updated thereafter.

- 8.2 The CONTRACTOR shall also establish and maintain a continuous quality improvement process plan to periodically review and assure all requirements of the contract are met or exceeded. A current copy of the continuous quality improvement plan must be provided to COUNTY Program Manager for review and approval upon commencement of the Agreement and as updated thereafter.
- 8.3 The quality control process shall include, but is not limited to, manuals that contain acceptable PS-MAPP data for all training components defined herein. The plan shall include an identified monitoring system covering all the services listed in the Performance Requirement Summary Chart, Exhibit A-3, and methods for identifying and preventing deficiencies in the quality of services, specifically, the following factors must be included in the Quality Control Plan:
 - Activities to be monitored to ensure compliance with all Statement of Work requirements;
 - Monitoring methods to be used;
 - Frequency of monitoring;
 - Samples of forms to be used in monitoring;
 - Title/level and qualifications of personnel performing monitoring functions; and
 - File of all monitoring results, including any corrective action taken.

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
SERVICE PLANNING AREA



Los Angeles County
Department of Children and Family Services



***Service Planning Areas:
Basemap with SPAs Labeled***



SAMPLE MONTHLY ACTIVITY REPORT
PS-MAPP Training Statistics

MONTH ENDING: _____

SUMMARY:

	Series Completed	Number Enrolled	Number Attended	Number of Graduates	Number of Temp. Cert.	Number of Temp. Cert Graduates
Language: English						
Language: Spanish						
Language: (other)						
MONTHLY TOTALS						

Year To Date: English						
Year To Date: Spanish						
Year To Date: (other language)						
GRAND TOTALS						

INDIVIDUAL FACILITY MONTHLY BREAKDOWN:

Training Facility	Start	End	Number of Series	Number Enrolled	Number Attended	Number of Graduates	Number of Temp. Cert.	Number Temp. Cert. Graduates

Number Enrolled: The number enrolled represents the number of participants who signed up to take a PS-MAPP series. These individuals may or may not have actually attended a module. They also may have signed up in a previous month and did not attend, or may have signed up at more than one training facility.

Number of Graduates: The number of graduates represents each participant who received a certificate of completion. Some of these graduates may be former participants who in the past received a temporary certificate.

Number of Temporary Certificates: The number of temporary certificates represents the participants who attended 10 of the 11 PS-MAPP sessions. When the participants make up missed module sessions, a certificate of completion can be issued.

Number of Temporary Certificate Graduates: The number of temporary certificate graduates represents the participants who were previously issued a temporary certificate, have now completed all modules and have been issued a certificate of completion.

EXHIBIT A-2 (continued)

SAMPLE MONTHLY ACTIVITY REPORT

MONTH ENDING: _____

FOR: PS-MAPP PARTICIPANTS

- Training Site Location- Under each site list:
 1. CCL License Number
 2. First Name of Participant
 3. Last Name of Participant
 4. Spouse/Partner
 5. Address (Number, Street, City, Zip Code)
 6. Status (Is participant currently attending? Did participant graduate or receive a temporary certificate?)
 7. Total Hours Completed by Participant
- Session Language (English, Spanish, etc.)
- Session Start Date
- Session End Date

Training Site:			Session Language:		
Session Start Date:			Session End Date:		
Participant First Name	Participant Last Name	Spouse/ Partner	Address	Status	Total Hours Completed
Training Site:			Session Language:		
Session Start Date:			Session End Date:		
Participant First Name	Participant Last Name	Spouse/ Partner	Address	Status	Total Hours Completed

PERFORMANCE REQUIREMENT SUMMARY

Required Services	Monitoring Tool	Acceptable Quality Level	Compliance Monitoring Method
1. CONTRACTOR must provide a minimum of 8 training facilities, with 1 facility located within each DCFS Service Planning Area (SPA).	Monthly Activity Report.	100%	Program Manager will verify compliance with this requirement by review and approval of Monthly Activity Report. ¹
2. CONTRACTOR must train a minimum of 1,050 to a maximum of 1,750 participants per contract year.	Monthly Activity Report.	100%	Program Manager review and approval of Monthly Activity Report. ¹
3. CONTRACTOR may enroll for PS-MAPP training, only potential foster and adoptive parents who have attended an informational orientation and can provide written verification of their attendance.	Monthly Activity Report.	100%	Program Manager review and approval of Monthly Activity Report. ¹
4. CONTRACTOR must provide a minimum of 25% of PS-MAPP training in Spanish.	Monthly Activity Report.	100%	Program Manager review and approval of Monthly Activity Report. ¹
5. CONTRACTOR must provide PS-MAPP training in other languages as needed.	Monthly Activity Report.	100%	Program Manager review and approval of Monthly Activity Report. ¹
¹ If CONTRACT does not meet the Acceptable Quality Level on a monthly basis, Program Manager will meet with CONTRACTOR to consult and discuss various strategies and remedies to resolve and improve any deficiencies.			

Required Services	Monitoring Tool	Acceptable Quality Level	Compliance Monitoring Method
6. CONTRACTOR must stagger the start dates, days of the week and times of day for each of the training series to prevent gaps and inundation of modules/series at the same time.	Annual Training Schedule Calendar.	100%	Program Manager review and approve the Annual Training Calendar every five months.
7. CONTRACTOR must provide one instructor and one experienced foster/adoptive parent or relative caregiver certified in the PS-MAPP curriculum for each training team.	Annual Training Schedule Calendar.	100%	Program Manager review and approve the Annual Training Calendar. Verify any new foster caregiver team member meets the required experience criteria.
8. CONTRACTOR must train and certify all PS-MAPP trainers, including DCFS social workers, in the PS-MAPP curriculum.	Continuous Improvement Quality Process.	100%	Program Manager will review and approve Continuous Improvement Quality Process provided by CONTRACTOR at the commencement of contract services and as revised thereafter.
9. CONTRACTOR must administer survey instrument developed by DCFS in the PS-MAPP training as randomly selected by Program Manager.	Review of survey instrument	70% Average rating on survey instrument	DCFS Research Section will analyze the survey instrument results. CONTRACTOR effectiveness shall be measured by the results of the survey instrument. ²
10. CONTRACTOR shall administer a training evaluation at the end of each PS-MAPP training series and prepare a summarized report to Program Manager.	Review of report summary	100%	Program manager will review results and discuss weaknesses or any other area of concern with CONTRACTOR. COUNTY will poll participants/care providers approximately 2-3 months after completing the program.
² If CONTRACT does not meet the Acceptable Quality Level, Program Manager will meet with CONTRACTOR to consult and discuss various strategies and remedies to resolve and improve any deficiencies.			

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F O R Y O U R I N F O R M A T I O N

ISSUE 02-08

DATE: 03/02

QUALITY OF LIFE STANDARDS FOR CHILDREN IN OUT-OF-HOME CARE

This release is a guide to help Children's Social Workers in ongoing assessment of quality of life issues for children and youth in out-of-home care. Children Social Workers are asked to review the following quality of life standards with their children and caregivers at the time of placement and to utilize these standards in selecting and monitoring children in out-of-home care placement.

There are times when families are unable to provide a safe environment for children and the Department of Children and Family Services (DCFS) will provide an out-of-home care placement. **DCFS has the responsibility to ensure that such out-of-home care placements are in a safe, temporary home that will provide the support necessary for the child's optimum growth and development.** Placement shall be in the least restrictive, most family-like setting consistent with the best interests and special needs of the child. It is also the responsibility of DCFS to ensure that all out-of-home care providers maintain the highest level of all standards and services detailed in Community Care Licensing regulations, California Code provisions, foster care contracts and/or placement agreements.

HEALTH AND SAFETY

The caregiver shall maintain a clean, healthy and safe home in compliance with Title 22 regulations.

Medical, Dental and Psychiatric Care

Caregivers shall meet the medical needs of the placed child in accordance with the Child Health Disability Prevention Program, Medi-Cal program and Community Care Licensing regulations. The caregiver shall be responsible for facilitating any needed medical, dental and/or psychiatric care for children in out-of-home care.

The Children's Social Worker shall provide the caregiver with the child's Medical and Educational Passport at the time of placement. The caregiver shall maintain the child's Passport updating with relevant information regarding all medical needs identified and services provided, including doctor visits, testing, treatment and immunizations. The caregiver shall provide the updated Passport to the Children's Social Worker at the time the child departs the placement.



If you have any questions regarding this release please e-mail your question to:

Policy@dcfs.co.la.ca.us

EDUCATION

The Children's Social Worker will provide the caregiver with the child's Medical and Educational Passport at the time of placement. The caregiver shall maintain the child's Passport updating the relevant information regarding school placement, attendance and performance, academic achievement and, where applicable, an Individual Education Plan (IEP) and/or special education services provided.

The caregiver shall communicate with and work with the school in meeting the educational needs of the placed child in accordance with the needs and services plans and court orders.

SETTING GOALS AND OBJECTIVES/EMANCIPATION PLANNING

The caregiver agrees to provide opportunities to teach the placed child how to set short-term and long-term goals and objectives appropriate to the development of the child. The caregiver shall discuss possible short-term and long-term goals and objectives with the placed child as it relates to his/her needs and services plan, career plans, strengths and interests and educational possibilities to prepare youth for emancipation and adulthood.

SELF ESTEEM

It is the expectation that our caregivers adhere to the Foster Youth Bill of Rights as provided by the California Youth Connection and codified in section 16001.9 of the Welfare and Institutions Code. As part of the needs and services plan, planned activities schedule, and independent living plan, the caregiver shall provide opportunities to encourage the development of the placed child's self esteem and cultural awareness.

Childhood Memories

The caregiver shall encourage and assist each child in creating and updating a life book/photo album. The life book/photo album shall consist of, but not limited to photographs and other items that relate to childhood memories. The caregiver should encourage and assist each child in updating the life book on a regular basis.

Quality of Life Guidelines

In assuring that children and youth in out-of-home care receive the highest quality of care and are enjoying a high quality of life, it is suggested that Children's Social Workers use the following guidelines in assessing quality of life of children and youth in out-of-home care placements.

1. Are the child's personal rights respected? Is s (he) treated with dignity and respect?
2. Is the child placed in the community, or adjacent, to the community where he/she normally lives?
3. Does the child have a sibling in placement, and if so, are they or could they be placed together?
4. Is the child's clothing the correct size and age appropriate? Does the child have sufficient clothing for special occasions?
5. Are the child's meals sufficient, nutritious, varied, and appealing?
6. Is the child succeeding in school? If not, is the child receiving services to enable success?
7. Does the child have the opportunity to participate in extracurricular activities or enrichment programs? Are the child's friends allowed to visit?

8. Does the child receive the sporting equipment necessary (within reason) to participate in desired activities?
9. Is the child transported to social events, job, after-school activities, etc.?
10. Does home provide a stimulating and enriching environment including but not limited to, age-appropriate toys, books, and reference materials (encyclopedias, dictionaries, computer programs)?
11. Is the child offered appropriate therapeutic intervention related to behavior, abuse, or his/her family of origin issues?
12. Does the child receive a regular allowance?
13. Does caregiver actively participate in facilitating contact/visitation with family members as deemed appropriate by court order?
14. Does the child have reasonable access to a telephone? Does the child have sufficient privacy to converse with his or her attorney, CSW, or Court-Appointed Special Advocate (CASA), as appropriate?
15. Is the child given the opportunity to participate in worship or religious services and activities of his/her choice?
16. Are any behavior restrictions and/or assigned chores appropriate to the child's age, maturity level and emotional development?
17. If needed, is the youth offered appropriate services and transportation related to substance abuse or other at-risk behavior?
18. If youth is 14 or older, is emancipation planning being addressed?

PS-MAPP TRAINING CURRICULUM

PS MODEL APPROACHES TO PARTNERSHIPS IN PARENTING (PS-MAPP)
Curriculum Learning Objectives

OUTCOMES of Training for Potential Foster Parents

Outcomes for future foster parents are listed at the beginning of each module.

Outcomes for participants:

- 1 Participants will learn important concepts about child development and the impact of abuse and neglect on normal development
- 2 Participants will explore the impact of loss and grieving.
- 3 Participants will develop skills to identify children's needs and to understand the issues that affect attachment for children in foster or adoptive care.
- 4 Participants will assess their willingness and ability to teach children who have been abused or neglected how to manage their own behavior.
- 5 Participants will examine the importance of birth families and cultural heritage.
- 6 Participants will gain a working knowledge of the Department of Children and Family Services.
- 7 Participants will learn the preparation and selection process for Foster and Adoptive families.
- 8 Participants will gain an empathic understanding of children in the foster care system.
- 9 Participants will explore their own strengths and needs through focus on partnerships and building alliances.
- 10 Participants will gain an understanding of the impact of fostering and adopting.

PS MODEL APPROACHES TO PARTNERSHIPS IN PARENTING (PS-MAPP)
Curriculum Learning Objectives

Module I: Welcome to the PS MAPP Group Preparation and Selection Program

Learning Objectives:

1. Begin the process of establishing a supportive group dynamic that fosters trust, cohesiveness and interaction.
2. State the purpose of *group* preparation and selection:
 - Provide an organized way to decide together whether fostering, adopting or both is right for participants' families right now;
 - Help develop skills to be successful and satisfied foster parents and adoptive parents; and
 - Set the stage for ongoing partnership.
3. Explain why the PS-MAPP Preparation and Selection Program is for both prospective adoptive parents and prospective foster parents.
4. Define the strengths/needs approach to preparation and selection and introduce the criteria for selection of foster and adoptive parents.
5. Discuss Family and Personal Profiles as ways the group will share information and assess each other's strengths and needs.
6. Introduce child welfare law and practice, define key terms and how changes that have taken place have affected children and their families.
7. Identify and reinforce ideas about the role of foster/adoptive parents in assuring safety, well-being and permanence for the children in foster care.

PS MODEL APPROACHES TO PARTNERSHIPS IN PARENTING (PS-MAPP)
Curriculum Learning Objectives

Module II: Where the MAPP Leads: A Foster Care and Adoptive Experience

Learning Objectives:

1. Introduce the conceptual foundation for shared parenting and alliance building.
2. Identify the “Cycle of Need” as an anchor for the way we look at children’s needs and behaviors.
3. Develop a perspective on the ways children respond to conflict and changes in their environment, and reinforce the importance of building positive alliances.
4. Outline the steps in a Child Welfare Case
5. Utilize Erikson’s Stages of Development to illustrate normal child development and the impact of physical abuse, sexual abuse, and neglect on that development.
6. Clarify the roles of foster and adoptive parents in assessing the needs of children and youth who have been abused or neglected.
7. Participate in activity designed to provide foster and adoptive parents an opportunity to practice assessing the needs of children and youth.
8. Develop a working knowledge of an Individual Education Plan (IEP).
9. Understand information pertaining to youth impacted by HIV, Fetal Alcohol Syndrome or Fetal Alcohol Effect, Learning and/or Growing differently, and Gay/Lesbian/Bisexual/Transgender issues.
10. Prepare for the upcoming discussion about separation and loss.

PS MODEL APPROACHES TO PARTNERSHIPS IN PARENTING (PS-MAPP)
Curriculum Learning Objectives

Module III: Losses and Gains: The Need To Be A Loss Expert

Learning Objectives:

1. Explore personal losses in perspective foster and adoptive parents and how those loss experiences will enhance or challenge the foster or adoptive parenting experience.
2. Understand the impact of foster care placement and adoptive placement on the feelings and behaviors of children.
3. Review Family Profiles and discuss setting up appointments for family consultations.
4. Describe and compare situational and maturational losses.
5. Explain why the separation/grieving process is a natural and expected part of foster care and adoption.
6. Determine where a child is in the grieving process.
7. Define developmental grieving.
8. Describe how loss affects a child's sense of well-being.
9. Describe predictable psychological and behavioral reactions to loss for children and youth in foster care.
10. Explain the losses experienced by children and youth who are abused or neglected.
11. Explain the use of the Life Book as a strategy for healthy grieving.
12. Explain why some children get "stuck" in grieving and plan ways to help a child move on to "understanding" or "acceptance".
13. Explain ways birth parents may express their own losses.
14. Develop strategies to help a child heal from loss.
15. Define strategies for healthy healing.
16. Create parenting interventions for children and youth at different ages of development to deal with reactions to loss (such as shock/denial, anger, despair/depression and acceptance/understanding).
17. Assess and apply the impact of personal situational and maturational losses on the role of foster/adoptive parents.
18. Develop ways to turn situational losses into personal/professional gains.

PS MODEL APPROACHES TO PARTNERSHIPS IN PARENTING (PS-MAPP)
Curriculum Learning Objectives

Module IV: Helping Children With Attachments

Learning Objectives:

1. Explain how basic needs of humans (survival, safety, love and belonging, self-esteem and self-actualization) are tied to the development of attachment.
2. Describe how children's needs are expressed behaviorally.
3. Explain how the arousal/relaxation cycle affects the child's sense of well-being and need for survival, safety, love and belonging, as well as self-esteem.
4. Learn how loss affects a child's attachment.
5. Select strategies for helping a child heal from loss and strengthen or build healthy attachments.
6. Feel confident about keeping children and youth physically, mentally, emotionally, socially and spiritually/morally healthy in the foster home.
7. Promote, rebuild and support positive attachments of children and youth in foster care.
8. Apply in examples ways to meet basic human needs and build attachment.
9. Explain how a child's attachment affects his/her sense of well-being.
10. Assess personal strengths/needs in helping a child recover from loss and attach.

PS MODEL APPROACHES TO PARTNERSHIPS IN PARENTING (PS-MAPP)
Curriculum Learning Objectives

Module V: Helping Children Learn to Manage Their Own Behaviors

Learning Objectives:

1. Describe personal or family strengths and needs related to the 12 Criteria for Successful Fostering and Adopting.
2. Identify behaviors children and youth may need help managing.
3. Describe behaviors that are dangerous or harmful to children, youth and family members.
4. Understand personal emotional reactions that may create challenges for selecting effective parental interventions.
5. Understand the unique role of a foster parent in helping children and youth manage their behaviors.
6. Explain the difference between parental interventions of punishment and discipline.
7. Understand how behaviors are indicators of underlying needs.
8. Explain behavior management as a way of getting needs met.
9. Outline the steps for helping children learn positive behaviors with methods that do not use physical punishment.
10. Understand the components of safety in a foster home.
11. Describe the role of a foster parent in implementing a safety plan.
12. Distinguish between risk and safety.
13. Define safety and risk as stated in federal and state child welfare law.
14. Help children and youth manage their behaviors.
15. Choose discipline strategies that assure a child's safety.
16. Explain how discipline can assure a child's safety.
17. In case examples, choose specific discipline techniques to help assure a child's safety.

PS Model Approaches to Partnerships in Parenting (PS-MAPP)

Curriculum Learning Objectives

Module VI: Helping Children With Birth Family Connections

Learning Objectives:

1. Define culture, identity, self-concept and connections.
2. Describe how culture, race and ethnicity are tied to identity.
3. Define culture in terms of identity, self-concept and connections.
4. Explain how a child's cultural identity is important to well-being.
5. Demonstrate the skill of asking questions to understand a child's cultural needs.
6. Understand how the Indian Child Welfare Act (ICWA) affects the well-being of children and youth who are Native American.
7. Explain the requirements and intent of ICWA.
8. Identify the responsibilities of foster families relative to ICWA.
9. Determine the risks for a Native American child whose cultural identity is not maintained.
10. Describe how the Multiethnic Placement Act of 1994 (MEPA) and its amendment of 1996 (IEP) can affect the well-being of youth placed transracially.
11. Explain the requirements and intent of MEPA/IEP.
12. Determine the risks for a child whose cultural identity is not maintained in foster care or adoption.
13. Nurture a child's cultural connections.
14. Demonstrate ways to support a child's need to be connected to cultural roots.
15. Support shared parenting.
16. Determine the benefits of shared parenting and the effective use of visits for children and youth in foster care.
17. State the agency's expectations about foster parents' roles in shared parenting, including the foster parents' role in assuring successful visits.
18. Describe at least 10 shared parenting strategies for making visits work well for children and their parents.
19. Describe potential problems of shared parenting, including problems with visits between children and their parents.
20. Demonstrate support of the alliance model through visits.

PS MODEL APPROACHES TO PARTNERSHIPS IN PARENTING (PS-MAPP)
Curriculum Learning Objectives

Module VII: Gains and Losses: Helping Children Leave Foster Care

Learning Objectives:

1. Understand the ways children and youth transition from foster care, including returning home, moving into an adoptive home, into a new role in the foster family that adopts, and into independent living.
2. Explain the agency's expectations concerning the role and responsibilities of foster parents in judicial proceedings involving a child in foster care.
3. Help children and youth transition from foster care.
4. Apply the concepts of permanency planning and concurrent planning in case examples of children and youth leaving foster care.
5. Define disruption and dissolution in foster care, and explain how both can affect a child's sense of well-being.
6. Describe the stages of disruption.
7. Describe possible sources of stress in families, which may cause disruptions.
8. Describe situations that might trigger anxiety in the family.
9. Demonstrate ways to prevent disruptions or dissolutions of foster care placements or adoptions
10. Apply strategies for intervening with a child's behavior during a family crisis or preventing a crisis.
11. Develop a plan for managing personal reactions to disruption.

PS MODEL APPROACHES TO PARTNERSHIPS IN PARENTING (PS-MAPP)
Curriculum Learning Objectives

Module VIII: Understanding the Impact of Fostering or Adopting

Learning Objectives:

1. Describe the family's needs for safety, security, affiliation and growth.
2. Describe changes that might lead to conflict in a family that decides to foster or adopt.
3. Anticipate specific changes that might occur with the family's decision to foster or adopt.
4. Develop strategies for managing the conflicting needs of children in foster care and members of the foster family.
5. Describe family methods for managing boundaries, decision-making, family communication, family rules and family roles.
6. Assess how current ways for managing boundaries, decision-making, family communication, family rules and family roles may work or not work with the decision to foster or adopt.
7. Explain the purpose and contents of an Eco-Map.
8. Create an Eco-Map of participants' families
9. Use an Eco-Map to determine the energy sources and drains on the family.
10. Discover individual, family and community resources which will give energy to the family should they decide to foster or adopt.
11. Explain the purpose and components of a Family Map.
12. Use a Family Map to anticipate the ways relationships may change after a child comes into their family.
13. Decide upon strategies to manage changing relationships in case examples.

PS MODEL APPROACHES TO PARTNERSHIPS IN PARENTING (PS-MAPP)
Curriculum Learning Objectives

Module IX: Perspectives In Adoptive Parenting And Foster Parenting: Teamwork and Partnership

Learning Objectives:

1. Define partnership building and teamwork.
2. Build partnerships with child welfare staff, other service providers, court personnel and the parents of children and youth in foster care.
3. Explain components of concurrent planning as defined in ASFA and state law.
4. Define the roles and responsibilities of the agency worker, foster parent, foster/adoptive parent and birth parent in concurrent planning.
5. Define permanency planning as established by PL 96-272, including the concepts of timeliness, best interest of the child (well-being), reasonable efforts and the child's needs for a family intended to last a lifetime.
6. Understand the foster parent's and foster/adoptive parent's responsibilities and role in permanency planning.
7. Understand the parent's role in permanency planning.
8. Explain the difference between foster care and adoption in terms of legal, emotional, and social status for a child.
9. Define and explain case planning, case conferencing and case review.
10. Understand roles and responsibilities in case planning, case conferencing and case review.
11. Explain the permanency hearing and the role of all parties in the hearing.
12. Identify and explain the purpose and possible structures of family conferences.
13. Explain the role of the foster parent in family conferencing.
14. Define effective communication.
15. Develop and successfully demonstrate specific, effective communication techniques (paraphrasing; reflecting; using minimal reinforcers; using congruence of body, tone of voice, and words; giving clear messages) which contribute to alliance building and shared parenting.
16. Create strategies for managing problems in family conferences.
17. Apply legal timeframes for child welfare decision-making and impact on the role of foster parents.

PS MODEL APPROACHES TO PARTNERSHIPS IN PARENTING (PS-MAPP)
Curriculum Learning Objectives

Module X: Endings and Beginnings

Learning Objectives:

1. Describe personal or family strengths and needs relative to the 12 Criteria for Successful Fostering and Adopting
2. Be able to make an informed commitment to meet the developmental and well-being needs of children and youth in foster care or adopted through foster care.
3. Be able to make an informed commitment to assure a child's safety in foster care.
4. Be able to make an informed commitment to share parenting with the birth family of a child in foster care.
5. Be able to make an informed commitment to support concurrent parenting for permanency.
6. Be able to identify the kind of child (personality, behavior, and family background) that they could best parent, and describe why that "picture" has or has not changed during the modules.
7. Explain potential problems with the partnership between the agency and the foster and adoptive family.
8. Plan ways to manage potential problems between the agency and the foster or adoptive family.
9. Understand and describe the policies and procedures for investigating allegations of abuse in foster families.
10. Describe the supports available to a family during an investigation of abuse in a foster family.
11. Describe the incidence of abuse in out-of-home care in the United States.
12. Be able to distinguish between naïve and manipulative false allegations of abuse.
13. Develop strategies to manage the family's emotions during an investigation of abuse.
14. Distinguish between attachment and commitment.
15. Describe ways to assess loss issues for the family following a possible adoption.
16. Describe the ways to assess family system issues following adoption.
17. List and assess resources available to the family when stress occurs as a result of foster care or adoption
18. Determine readiness to adopt a child whose parents' legal rights are terminated.
19. For those participants who have decided not to foster or adopt right now, be able to identify what has helped them make that decision.
20. Identify specific strengths and needs of the PS-MAPP Program.

INSTITUTE FOR MULTICULTURAL COUNSELING & EDUCATION SERVICES, INC.
BUDGET FOR PARTNERING FOR SAFETY AND PERMANENCE -
MODEL APPROACH TO PARTNERSHIP IN PARENTING (PS-MAPP) TRAINING SERVICES
FOR THE THREE YEAR PERIOD 2004 TO 2006

	Hourly Rate	No. Of Hrs per Month	No. of Person	Months in Prog	% Of Time In this Prog.	Year 1 Amount	Year 1 Match Amt	Year 2 Amount	Year 2 Match Amt	Year 3 Amount	Year 3 Match Amt	Total Amount
Personnel:												
Salaries & Wages												
Program Manager	24.04	173.33	1	12	100%	50,000.00		50,000.00		50,000.00		150,000.00
Parenting Instructors	19.23	173.33	8	12	100%	320,000.00		320,000.00		320,000.00		960,000.00
Parent Instructors/Caregiver	16.83	173.33	8	12	100%	280,000.00		280,000.00		280,000.00		840,000.00
Outreach Coordinator	14.42	173.33	1	12	100%	30,000.00		30,000.00		30,000.00		90,000.00
Instructors Aide	12.75	86.67	8	12	50%	106,080.00		106,080.00		106,080.00		318,240.00
Admin Assistance	12.75	69.33	1	12	40%		10,607.00		10,607.00		10,607.00	31,821.00
Director	75.00	69.33	1	12	40%		62,397.00		62,397.00		62,397.00	187,191.00
Fiscal	25.00	69.33	1	12	40%		20,799.00		20,799.00		20,799.00	62,397.00
Consultation Services	15.00	69.33	5	12	40%		62,397.00		62,397.00		62,397.00	187,191.00
Total Salaries & Wages						786,080.00	156,200.00	786,080.00	156,200.00	786,080.00	156,200.00	2,826,840.00
Fringe Benefits:												
Payroll Taxes (7.65%)						60,135.12	11,949.30	60,135.12	11,949.30	60,135.12	11,949.30	216,219.00
Workers Comp (2.25%)						17,686.80	3,514.50	17,686.80	3,514.50	17,686.80	3,514.50	63,600.00
SUI (2.65 %)						20,831.12	4,139.30	20,831.12	4,139.30	20,831.12	4,139.30	74,900.00
Medical (5%)						39,304.00	7,810.00	39,304.00	7,810.00	39,304.00	7,810.00	141,300.00
Dental Vision (1.5%)						11,791.20	2,343.00	11,791.20	2,343.00	11,791.20	2,343.00	42,400.00
Life Insurance (2%)						15,721.60	3,124.00	15,721.60	3,124.00	15,721.60	3,124.00	56,500.00
Total Fringe Benefits						165,469.84	32,880.10	165,469.84	32,880.10	165,469.84	32,880.10	595,000.00
Total Personnel						951,549.84	189,080.10	951,549.84	189,080.10	951,549.84	189,080.10	3,421,840.00
Operating Expenses:												
Audit						4,000.00		4,000.00		4,000.00		12,000.00
Copying						750.00		1,500.00		1,500.00		3,750.00
Computer Software						3,000.00						3,000.00
Consultant						2,000.00		2,000.00		2,000.00		6,000.00
Dues & Subscriptions						1,500.00		3,000.00		3,000.00		7,500.00
Equipment						18,000.00						18,000.00
Instructional Supplies						6,000.00		10,000.00		10,000.00		26,000.00
Insurance						6,000.00		9,000.00		9,000.00		24,000.00
Mileage						5,780.00		5,780.00		5,780.00		17,340.00
Office Rental						120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	720,000.00
Program Supplies						5,000.00		8,000.00		8,000.00		21,000.00
Others						2,000.00		5,000.00		5,000.00		12,000.00
Outreach Materials & Supplies						5,000.00		6,000.00		6,000.00		17,000.00
Parking						14,484.00		14,484.00		14,484.00		43,452.00
Postage						750.00		1,000.00		1,000.00		2,750.00
Printing						4,000.00		8,000.00		8,000.00		20,000.00
Telephone						3,000.00		3,000.00		3,000.00		9,000.00
Indirect Cost (10% of Salaries & Wages)						78,608.00		78,608.00		78,608.00		235,824.00
Total Operating Expenses						279,872.00	120,000.00	279,372.00	120,000.00	279,372.00	120,000.00	1,198,600.00
Total Personnel & Operating Expenses						1,231,421.84	309,080.10	1,230,921.84	309,080.10	1,230,921.84	309,080.10	4,620,440.00
						1,231,431.00 (9.16)	307,855.46 1,224.64	1,231,431.00 (509.16)	307,730.46 1,349.64	1,231,431.00 (509.16)	307,730.46 1,349.64	3,694,200.00 926,200.00

EXHIBIT C

--

By submission of this proposal, CONTRACTOR certifies that the prices quoted herein have been arrived at independently without consultation, communication, or Contract with any other CONTRACTOR or competitor for the purpose of restricting competition.

2.7.1 List all names and telephone numbers of persons legally authorized to commit the CONTRACTOR.

NAME

PHONE NUMBER

NOTE: A

2.7.2 List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

FIRM/CORPORATE NAME _____

Signed: _____

Date: _____

Name: _____

Title: _____

Address: _____

EXHIBIT D**CONTRACTOR'S EEO CERTIFICATION**

Company Name

Address

Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of American and the State of California.

CERTIFICATION**YES NO**

CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment.

() ()

CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force.

() ()

CONTRACTOR has a system for determining if its Employment practices are discriminatory against protected groups.

() ()

CONTRACTOR has a system for taking reasonable corrective action to include establishment of goal and/or timetables when areas are identified in employment practices.

() ()

Signature

Date

Name and Title of Signer (please print)

EXHIBIT E**LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (LAC/CBE) PROGRAM****FIRM/ORGANIZATION INFORMATION FORM**

INSTRUCTIONS: All Proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR § 23.5.

TYPE OF BUSINESS STRUCTURE: _____
(Corporation, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
All Others			
<i>Based on the above categories, please indicate the total numbers of men and women in the firm:</i>			
Male			
Female			

PERCENTAGES OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latin American	Asian American	American Indian/Alaskan Native	All Others
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES

Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification).

M W D DV

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates the above, shall be suspended from bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm

Name and Title

Authorized Signature

Date

EXHIBIT F

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide meal and snack services at the County of Los Angeles Edelman Children's Court. Therefore, your signature is required on this employee acknowledgment and confidentiality agreement.

EMPLOYEE ACKNOWLEDGMENT

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____ and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided to the County. Please read the agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant to the contract between _____ and the County of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor and I agree to ensure that said supervisor reports such violation to the County of Los Angeles Department of Children and Family Services.

I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Employee's Signature: _____ Date: _____

Employee's Position/Title: _____

AUDITOR – CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor) which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- ♦ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- ♦ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 Accounting System

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- ◆ Date
- ◆ receipt number
- ◆ cash debit columns
- ◆ income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
 - Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- ◆ date
- ◆ check number
- ◆ cash (credit) column
- ◆ expense account name
- ◆ description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA,

AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- ☐ The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- ☐ If the contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- ☐ Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- ◆ Name
- ◆ Position
- ◆ Social Security Number
- ◆ Salary (hourly wage)
- ◆ Payment Record including:
 - accrual period
 - gross pay
 - itemized payroll deductions
 - net pay amount
 - check number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. **Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.**

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum County's reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- checks – numerically
- invoices – vendor name and date
- vouchers – numerically
- receipts – chronologically
- timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- □invoices – vender name and date
- □checks – number
- □vouchers –number
- □revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the

corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 Audits

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

7.0 Subcontracts

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the

event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 Fixed Assets

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 Bonding

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocation of Cost Pools

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program,

costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

Department of the Treasury
Internal Revenue Service
Notice 1015
 (Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,450.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2001 are less than \$32,121 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees? You must give the employee one of the following:

The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.

A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.

Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).

Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given.

If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving

you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or Bidders for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or bids. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR BID. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or bid) _____, hereby submit this certification to the (County Department) _____, pursuant to the provisions of County Code Section 2.200.060 and hereby certify that (Bidder name as shown in bid or bid) _____, an independently-owned or franchiser-owned business (circle one), located at _____ (Bidder or, if an association, associated member address) _____ Angeles County's Child Support Compliance Program and has met the following requirements:

Submitted a completed Principal Owner Information Form to the Child Support Services Department;

Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;

Fully complied with all lawfully served Wages and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed _____ day of _____
(Month and Year)

at: _____
(City/State) (Telephone No.)

by: _____
(Signature of a Principal Owner, an officer or manager responsible for submission of the bid or bid to the County)

Copy to: **Child Support Services Department**
Special Projects
P. O. Box 91109
Los Angeles, CA 90091-1099
FAX: (323) 832-0634
Telephone: (323) 832-7277 or (323) 832-7276

COUNTY OF LOS ANGELES
 BIDDER EMPLOYEE JURY SERVICE PROGRAM
 APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Bid or Invitation for Bid) is subject to the County of Los Angeles Bidder Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or Bidders, whether a Bidder or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or Bidder is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

Application for Exception

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim:

My business does not meet the definition of "Bidder," as defined in the Program, because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). Also, if my business is awarded the contract or purchase order and secures additional County business that in the aggregate exceeds \$50,000 in any 12-month period, then I understand that the exception will be lost and my business shall at that time implement a written policy consistent with the Program.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. If during the contract period my business exceeds ten employees or \$500,000 annual gross revenues, I understand that the exception will be lost and my business shall at that time implement a written policy consistent with the Program.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Contract (attach Contract) that expressly provides that it supersedes all provisions of the Program.

OR

Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date: